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ABSTRACT

This document contains the agreement between the Polytechnic Institute of Brooklyn (PIB) and the American Association of University Professors, PIB Chapter, covering the period from September 1, 1971 through May 31, 1974. Covered in the articles of the agreement are sections on appointments, promotions, tenure, teaching load, compensation, leaves of absence, retirement, services and facilities, personnel data and files, collective bargaining and dispute settlement procedures. The appendices include the certification of representatives and tenure and reappointment provisions. (PG)

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Polytechnic Institute of Brooklyn
NY
AAUP
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Polytechnic Institute of Brooklyn

AGREEMENT

1971-74

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AGREEMENT

Between

POLYTECHNIC INSTITUTE OF BROOKLYN

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS—PIB Chapter

1971-74

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AGREEMENT

Agreement made as of the first day of September, 1971 by and between the Polytechnic Institute of Brooklyn (hereafter "the Institute" or " the Administration"), party of the first part, and the American Association of University Professors - PIB Chapter (hereafter "the AAUP"), party of the second part.

ARTICLE I

RECOGNITION

Section 1 The Administration recognizes the AAUP as the exclusive representative of the employees in the bargaining unit (hereinafter referred to as "bargaining unit members" or "members") described in the certification issued on October 6, 1970 by the New York State Labor Relations Board (a copy of which is annexed hereto, made a part hereof and marked "Appendix A").

ARTICLE II

APPOINTMENTS, REAPPOINTMENTS, PROMOTIONS AND TENURED APPOINTMENTS

Section 1 Terms of Appointments and Reappointments:

A. The parties shall establish a joint task force consisting of two (2) members selected by the Bargaining Unit and two (2) members selected by the Administration. This task force shall study the matter of

the lengths of appointments and reappointments at the Institute and shall make a report to the parties, no later than one (1) month after the execution of this Agreement, regarding its recommendation for policy to be adopted in this matter.

B. Subject to Appendix B and Appendix C, to the extent they may be applicable, existing provisions of the Code of Practice as to the lengths of appointments and reappointments shall apply until new provisions are agreed upon by the parties (except that in the event that the Merger Agreement is ratified, offers of appointment to faculty members of NYU/SES made pursuant to the Merger Agreement, shall be made in accordance with that Agreement.[Appendix D]).

Section 2 Notification Dates: Written notice of renewal or non-renewal of appointment shall be provided in accordance with the following AAUP standards:

A. Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

B. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if the second year of service terminates during an academic year, at least six months in advance of its termination.

C. At least twelve months before the expiration of an appointment after two or more years of service.

Section 3 Status of "Poly 16": The parties hereby adopt the agreements reached regarding this matter as reflected in the "Memorandum of Understanding Concerning Tenure and Reappointments," dated August 3, 1972 and the "Memorandum of Understanding Concerning Tenure and Reappointments, Part II," dated February 5, 1973, copies of which are annexed hereto, made a part hereof and marked "Appendix B" and "Appendix C," respectively.

Section 4 Procedures for Appointments, Reappointments, Promotions and Tenured Appointments:

A. The parties shall establish a joint task force consisting of four (4) members selected by the Bargaining Unit and four (4) by the Administration. This task force shall study the matter of appointments, reappointments, promotions and tenured appointments, including the establishment of grievance and arbitration procedures and shall make a report to the parties, no later than six (6) months after the execution of this Agreement, regarding its recommendations for procedures to be followed in these matters.

B. Existing procedures at the Institute for appointments, reappointments, promotions and tenured appointments shall be utilized until new procedures are agreed upon by the parties.

C. The task force shall also examine and report regarding the adoption by the Institute of the 1940 Statement of Principles on Academic Freedom and Tenure, including Interpretive Comments appended thereto, as a long-range goal.

ARTICLE III

EMPLOYMENT SECURITY

Section 1 The parties recognize the fundamental importance of employment security for the faculty; and further that employment security is related to student enrollments, research grants and contracts, gifts, endowments and bequests from private and public sources. Consequently, the parties agree that they shall cooperate in development and implementation of high priority programs on a continuing basis to maximize enrollments and external fundings.

Section 2 However, in the event that, despite the best efforts of the parties, the Administration concludes that financial exigencies require the termination of tenured faculty or faculty during a contract term, the parties shall enter into special and urgent negotiations on this critical matter. Consideration in depth shall be given to each and every possible alternative to such terminations.

Section 3 In the event that the parties do not agree on a solution to the problem within a reasonable time and the Administration asserts the intention of terminating tenured faculty or faculty during a contract term, the AAUP shall be free to protest the implementation of such an intention by any activity it chooses without regard to Article XIII of this Agreement.

ARTICLE IV

TEACHING LOAD

Section 1 The maximum teaching load shall be nine (9) semester credits unless a faculty member and the

Institute jointly agree to exceed this number. In any case, the maximum teaching load shall be eighteen (18) semester credits in an academic year. For the purpose of computing teaching loads, one (1) graduate unit shall be equivalent to one (1) semester credit. The total number of contact periods shall not exceed twelve (12) in one semester, except in the case when the teaching load consists solely of undergraduate laboratories, when it may be 15. In any case, the total number of contact periods shall not exceed twenty-seven (27) in one academic year.

Some departments, however, and perhaps some programs, have a historically established practice of assigning teaching loads in excess of the above-stated maxima. The parties agree to make every effort, consistent with the individual's rights, to alleviate this discrepancy by internal adjustments or staff transfers. If, in good faith, this cannot be accomplished, such departments or programs may assign a teaching load not exceeding twelve (12) semester credits, but only during the academic years 1972-73 and 1973-74.

A. For the purpose of computing teaching loads each undergraduate laboratory period shall be equivalent to no more than two-thirds (2/3) and no less than one-half (1/2) semester credit. The equivalence shall be determined in consultation between the department head and his dean. In the case of graduate laboratories, one laboratory period shall be equivalent to three-fourths (3/4) of a semester credit.

B. Each faculty member may be asked by his department to teach at least two (2) one-semester courses

per academic year, apart from supervising students as provided in (C) below.

C. The supervision of theses and projects (graduate and undergraduate) shall be taken into account when computing a faculty member's teaching load. For the purpose of such computation, the supervision of ten (10) units or credits of registered thesis or project work shall be equivalent to one (1) semester credit of his load. It is understood that supervisory time so allocated is not already counted in supervisory time allocated to sponsored activities.

Section 2 Graders and laboratory assistants shall be provided when needed. Class size shall not exceed certain reasonable maxima. These will be determined in consultation between department heads and their deans.

Section 3 Departmental and Institute committee assignments may, when appropriate, be counted in determining an individual's teaching load. Supervision of non-credit colloquia and seminars may, in special circumstances, also be counted. The proper time allocation shall be made in consultation between the department head and his dean.

Administrative duties and advising within a department will, at the discretion of the department head, be assigned in lieu of a portion of the teaching load, subject to the provisions of Section 1 (B) above. The total of such assignments in any one department is subject to approval by the dean.

Section 4 Service as the chairman of any of the following shall be equivalent to three (3) semester credits: the Tenure Committee, the Undergraduate Curriculum & Standards Committee, the Graduate Curriculum & Standards Committee, the Faculty Senate, or the Educational Policies Committee.

Section 5 Service as the president or key officer of a professional society, or the editorship of a professional journal may be counted in lieu of a portion of the teaching load. The proper time allocation shall be made in consultation between the department head and his dean.

Section 6 Whenever possible, the total class assignment of each faculty member shall be distributed over no more than four (4) separate days per week, Monday through Friday.

Section 7 A faculty member engaged in research and other academic activity, supported by sources from outside the Institute, shall have his teaching load reduced on a proportional basis, subject to the last sentence of Section 1 (C) above.

Section 8 It is generally understood that a faculty member participates in many activities important to the life of the Institute. Therefore, his teaching load, as computed above, represents only about 90% of his overall work load.

ARTICLE V

COMPENSATION

Section 1 The total economic package, covering the following three academic years, 1971-1972,1972-1973 and 1973-1974, is a maximum of $1,170,000, payable as follows:

A. Academic Year 1971-1972/Effective December 1, 1971:

An increase of approximately 5.5%, but no less than 5.4%, in payroll, payable retroactively prior to September 1, 1972. Allocations already negotiated.

B. Academic Year 1972-1973/Effective September 1, 1972:

An additional increase of approximately 5.5%, but no less than 5.4%, in payroll as adjusted by the foregoing increase and presently confirmed faculty attrition. Allocations to be negotiated.

C. Academic Year 1973-1974/Effective September 1, 1973:

An additional increase calculated as approximately 5.5%, but no less than 5.4%, of the 1972-1973 payroll (which includes each of the foregoing increases). Allocations to be negotiated.

In the event that the calculation of the amounts payable hereunder results in estimated payments in excess of $1,170,000 the AAUP agrees to adjust the dates of the increases so as to eliminate such excess. On the other hand, if the calculation of the amounts payable hereunder results

in estimated payments below $1,170,000, the balance will be allocated by AAUP to the purchase or improvement of fringe benefits.

"Payroll" as used in this Section means the sum of the nine-month academic salaries for faculty members, including instructors, librarians with faculty status and bargaining unit members on sabbatical or other leave in the given year, and the twelve-month annual salaries for librarians.

In the event that the Institute offers to contribute to TIAA on behalf of the incoming NYU/SES faculty at a rate which is greater than that which the Institute contributes on behalf of the existing PIB faculty, the Institute automatically shall increase its contribution on behalf of the PIB faculty to equal that of its proposed contribution on behalf of the NYU/SES faculty. This expense shall not be debited against this economic package but shall be in addition to it.

This economic package does not make any provision for increases to the NYU/SES faculty. In the event that the Institute grants such increases, the same shall not be financed by the $1,170,000 figure agreed to above.

Section 2 In the event that the Merger Agreement between the Institute and NYU/SES is ratified, the provisions of Article IV, Section 2, subsection (g) ("Faculty Salaries") and Article IV, Section 3, subsection (f) ("Fringe Benefits") of such Agreement are hereby incorporated into and made a part of this Agreement, and are set forth as part of Appendix D.

Section 3 Immediately following the execution of this Agreement, the parties shall negotiate with respect to the allocation and distribution of the agreed upon salary increases and also shall negotiate with respect to procedures for the resolution of grievances involving the allocation of such monies.

ARTICLE VI

LIBRARIANS

Section 1 Earned time for vacations will be computed as of July 1, on the basis of one vacation day for each month of service. Maximum vacation allowance is twenty-two (22) business days per year. In addition, each professional librarian shall receive three (3) paid personal days off per year. In the event of termination, vacation allowance and personal days off shall be pro-rated.

Section 2 In case of termination of employment, librarians shall receive due notice in writing as follows: three (3) months during the first year of service; six (6) months during the second year of service; and twelve (12) months thereafter.

Section 3 Librarians shall be entitled to participate in TIAA-CREF after the completion of four (4) full years of employment on the same terms and conditions which apply to all other members of the bargaining unit.

Section 4 A joint study committee shall be established to examine the status of librarians vis a vis the faculty in line with national AAUP policy and formulate appropriate recommendations.

ARTICLE VII

PAST BENEFITS PRESERVED

Section 1 All well established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement, or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a well defined category of members (such as a department, a meaningful portion of a department, or an academic rank) or to a reasonable group of members from different departments who share a community of interest.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1 Past practice regarding the granting of leaves of absence and sabbatical leaves shall be maintained. Normally, requests for unpaid leave for a period of one (1) year, renewable for one (1) additional year, shall be granted readily.

ARTICLE IX

RETIREMENT

Section 1 Members of the bargaining unit appointed before January 1, 1964, will retire at age 68; those appointed on or after January 1, 1964 will retire at age 65. In an exceptional case, the Administration may wish to waive this requirement. The retirement date will be the end of the academic year in which the retirement age is reached.

ARTICLE X

SERVICES AND FACILITIES

Section 1 To the extent possible, services and facilities for members of the bargaining unit shall remain at current levels, but in no event shall they be inadequate.

ARTICLE XI

PERSONNEL DATA AND FILES

Section 1 All letters of recommendation and other references which were obtained in confidence from third parties in connection with a consideration of an appointment, reappointment, promotion or tenured appointment, shall be kept in confidence, shall be used only for consideration of the specific question for which they were obtained and shall be shown only to individuals or committees authorized to deal with that specific question.

Section 2 Excepting the material specified in Section 1 above, each member shall have full access (including the right to obtain copies of material therein) to his or her personnel file, provided, however, that such right shall not be exercised in a manner which is disruptive or excessive. Each member shall have the right to submit material to be inserted in the file.

Section 3 Notwithstanding anything to the contrary, lawyers' work product shall remain confidential.

ARTICLE XII

DISPUTE SETTLEMENT PROCEDURES

Section 1

A. A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement.

B. A complaint is any dispute, controversy or claim between the AAUP and the Administration or between

a bargaining unit member and the Administration which is not covered by Section 1A.

C. In the event that separate procedures are established for review of decisions regarding appointment, reappointment, promotion, tenure and allocation of merit increases, it is agreed that disputes regarding such matters shall be resolved only in accordance with such procedures.

Section 2 The parties agree to make an earnest effort to resolve grievances and complaints at the departmental level and at each step in the formal grievance procedure.

Section 3

Step I The procedure commences with the filing of a written grievance or complaint by an individual grievant or the AAUP with the appropriate Dean within three (3) weeks after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance or complaint shall commence when the occurrence of the event is discovered or should have been discovered by the exercise of due diligence.

The Dean shall hold a conference within one (1) week after receipt of the grievance or complaint to discuss the dispute with all relevant parties, including appropriate department heads, and attempt to reach a satisfactory settlement of it. If the dispute is not settled, the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

The Dean, in this statement, shall inform the grievant of his right to appeal the Step I decision by filing a notice of appeal with the Provost or the Vice President within one(1) week after receipt of the Dean's Step I decision.

Step II The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step I decision by filing a written notice of appeal with the Provost or the Vice President. The Provost or Vice President (or another representative designated by the President) shall hold a conference within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties and attempt to reach a satisfactory settlement of it. If the dispute remains unsettled, the Administration's representative shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

Step III If the grievance (as distinguished from complaints, which are not arbitrable hereunder) is not satisfactorily resolved at Step II, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Step II decision shall have been received by the grievant and the AAUP, of its intention to seek arbitration. The arbitrator shall be selected pursuant to the rules of the American Arbitration Association, and the costs of arbitration, including the arbitrator's fee, shall be shared equally by the parties.

ARTICLE XIII

NO STRIKES - NO LOCKOUTS

Section 1 The Administration shall not engage in any lockout and the AAUP and the members shall not authorize, condone or engage in any strike, slow-down, picketing, cessation of work or other interference with the business of the Institute during the life of this Agreement.

Section 2 The foregoing proscriptions shall apply only to lockouts, strikes and other direct action arising from disputes which are arbitrable under this Agreement.

ARTICLE XIV

DUES DEDUCTION

Section 1 The Administration shall deduct AAUP dues, assessments and fees, if any, from the salary of each member of the bargaining unit from whom it has received a signed authorization in a form which does not violate applicable law. The amount of the dues, assessments and fees, if any, shall be as certified to it from time to time by the AAUP. The funds so deducted shall be sent to the AAUP on or before the 21st day after the deduction is made.

ARTICLE XV

INFORMATION TO AAUP

Section 1 The Administration will supply reasonable information concerning the members of the bargaining unit to the AAUP, after request therefor has been made. Such data would include, but not be limited to: name, date of birth, home address, department, dates of appointments, status re: tenure and rank, wages, summer employment, research grants and teaching loads. In addition, each year the Administration will supply the AAUP with

a copy of the Auditor's Report, promptly after it is issued.

ARTICLE XVI

RELEASED TIME

Section 1 During the academic year 1973-74, the Administration shall provide the AAUP with six (6) semester credits to be allocated by the AAUP, at its option, in either or both semesters, to one (1) or more of its representatives, for contract administration and negotiation

Section 2 The parties agree to negotiate during the Spring of 1974 concerning the issue of whether the AAUP shall be provided with additional released time if, in good faith, the negotiations for a new contract extend beyond the end of the Spring Semester.

ARTICLE XVII

FACILITIES FOR AAUP

Section 1 The AAUP will be permitted reasonable use of Institute facilities such as intra-Institute mail.

ARTICLE XVIII

COLLECTIVE BARGAINING AGREEMENT PREVAILS

Section 1 Wherever there is a conflict between the Collective Bargaining Agreement and any other document or action, the provisions of the Collective Bargaining Agreement shall provail.

Section 2 In the event that the Merger Agreement between the Institute and NYU/SES is ratified, the following provisions of such Agreement are hereby incorporated and made a part of this Agreement: Article IV, Section 2, Section 3, Section 6 and Section 7 (a). (Appendix D).

ARTICLE XIX

INTEREST SUCCESSION

Section 1 All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

Section 2 In the event of a consolidation of the Institute with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent permitted by law.

ARTICLE XX

SEPARABILITY

Section 1 In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTIC E XXI

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1 This Agreement covers the period from September 1, 1971 through May 31, 1974. However, except as expressly provided herein, the provisions of this Agreement shall be effective as of March 22, 1973.

Section 2 The parties shall commence negotiations toward a new Agreement on or about February 1, 1974, and every effort shall be made to reach a conclusion before the end of the Spring Semester.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

POLYTECHNIC INSTITUTE OF BROOKLY

By _____

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS - PIB CHAPTER

By _____

APPENDICES

APPENDIX A

NEW YORK STATE
LABOR RELATIONS BOARD

31R

In the Matter of

POLYTECHNIC INSTITUTE OF BROOKLYN

-and-

POLYTECHNIC INSTITUTE OF BROOKLYN CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

DECISION NO. 12780
CASE NO. SP-43964

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter on September 23, 1970, pursuant to the agreement of the parties of June 2, 1970 and it appearing from the Report Upon Secret Ballot that a collective bargaining representative has been selected, and no objections having been filed by any of the parties within the time provided therefor,

NOW, THEREFORE, pursuant to the provisions of Section 705 of the New York State Labor Relations Act, it is hereby

CERTIFIED, that Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors
having been designated and selected as their representative for the purposes of collective bargaining by a majority of the employees casting valid ballots in the election said Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors

is the exclusive representative for the pruposes of collective bargaining of all Members of the faculty of Polytechnic Institute of Brooklyn, including department heads, professors, associate professors, assistant professors, instructors engaged in teaching full time and professional librarians, but excluding (1) officers of the corporation such as the President, Vice President Deans, Associate Deans and others such as the Registrar whose primary function relates to administration, and (2) graduate students (such as teaching assistants and teaching fellows) who may teach as part of their program, and (3) other members of the teaching staff who do not enjoy faculty status employed by Polytechnic Institute of Brooklyn at 333 Jay Street, Brooklyn, N.Y. 11201

Dated: New York, N.Y.
October 6, 1970

JAY KRAMER
Chairman

MARTIN GREENE
Member

MILDRED PAFUNDI BOSEN
Member

TO: Polytechnic Institute of Brooklyn (2)
333 Jay Street
Brooklyn, New York 11201

Cullen & Dykman, Esqs.
179 Montague Street
Brooklyn, New York

Polytechnic Institute of Brooklyn Chapter of the American Association of University Professors
c/o Matthew W. Finkin, Esq.
11 West 42nd Street
New York, New York 10036

Matthew W. Finkin, Esq.
11 West 42nd Street
New York, New York 10036

APPENDIX B

POLYTECHNIC INSTITUTE OF BROOKLYN
Memorandum of Understanding Concerning Tenure and Reappointments
August 3, 1972
(Signed by G. Schillinger and P. Mendelson on August 3, 1972)

TENURE AND REAPPOINTMENTS

The following provisions for reappointment and tenure will apply to those current members of the faculty for whom questions of tenure arise upon reappointment and who are in one of the following two categories:

(i) Faculty members who will enter a special one- or two-year term during 1972-73 under the provisions of the Understanding dated December 14, 1971 between the PIB and the AAUP, and

(ii) All other faculty members whose present term expires at the end of 1972-73.

1. A group of faculty members to be granted tenure will be determined by September 22, 1972, and the notifications made by that date. Consultation between the administration and the department heads will precede these determinations.

2. Those faculty members not granted tenure according to paragraph 1, and who will not be terminated, will be granted extended terms of reappointment provided a special waiver is signed. Those in category (i) would get terms carrying through 1974-75, while those in category (ii) would get terms carrying through 1975-76. Such reappointed individuals who had received the positive recommendation of the Tenure Committee will have the continuing recommendation of the Tenure Committee.

3. In order to facilitate the reappointments referred to in paragraph 2, an Understanding between the PIB and the AAUP patterned after that dated December 14, 1971 will be developed. Letters of reappointment to the individuals so covered will be sent upon consummation of the Understanding. Every effort will be made to resolve all questions relating to this matter by September 22, 1972.

4. Any notification of non-reappointments which are to be made will be made on or before August 18, 1972.

5. Any faculty member who carries the positive recommendation of the Tenure Committee and who is nevertheless terminated shall be entitled to an appropriate review procedure to be negotiated. Absent that, such an individual may avail himself of the review process described in paragraph 4 of the Understanding of December 14, 1971 between the PIB and the AAUP.

[End of Memorandum]

N.B. Paragraph 4 of the Understanding of December 14, 1971 as amended on February 5, 1973 is set forth in Appendix C.

APPENDIX C

POLYTECHNIC INSTITUTE OF BROOKLYN
Memorandum of Understanding Concerning Tenure and Reappointments, Part II
February 5, 1973
(Initialed by J. Conti and P. Mendelson on February 5, 1973)

TENURE AND REAPPOINTMENTS

The following provisions for reappointment are agreed upon by and between the Polytechnic Institute of Brooklyn and the AAUP-PIB Chapter in compliance with the Memorandum of Understanding Concerning Tenure and Reappointments, dated August 3, 1972:

1. The following ten faculty members who have received special reappointments pursuant to the Understanding of December 14, 1971 between PIB and the AAUP, shall be reappointed for a three year term commencing retroactively on September 1, 1972 and continuing through the academic year 1974-75:

Name	Department
* Y. N. Chen	Aeronautical Engineering and Applied Mechanics
* M.E. Gettleman	Social Sciences
* B.Koplik	Mechanical Engineering
I.L. Leeb	Social Sciences
* B.B. Lieberman	Mathematics
* D.Mermelstein	Social Sciences
D.C. Miller	Operations Research and System Analysis
* J.J. Roseman	Mathematics
* D.D. Yee	Physics
* E. Zauderer	Mathematics

2. The following six faculty members whose regular appointments would expire routinely at the end of 1972-73 and who have received the positive recommendation of the Tenure Committee for reappointment with tenure shall be reappointed for a three year term commencing on September 1, 1973 and continuing through the academic year 1975-76:

Name	Department
* H.P. Bertoni	Electrical Engineering and Electrophysics
* P.T. Cahill	Physics
* I. Gray	Management
* A. Ronn	Chemistry
* J.M. Schulman	Chemistry
* J.I. Weindling	Operations Research and System Analysis

3. Reappointment pursuant to this Memorandum of Understanding shall be without tenure and each shall be conditioned upon the execution by the individual of a Declaration of Understanding Regarding Tenure. The AAUP Chapter shall not object to such individually agreed upon declarations in the form annexed hereto. A copy of each individually agreed upon declaration shall be sent to the President of the AAUP-PIB Chapter.

4. Each of the fourteen individuals who is indicated by an asterisk (*) has received the positive recommendation of the Tenure Committee for reappointment with tenure, and each shall be deemed to have the continuing recommendation of the Tenure Committee without further screening by that committee.

5. In accordance with the provisions of paragraph 5 of the Memorandum of Understanding Concerning Tenure and Reappointments, dated August 3, 1972 it is hereby reaffirmed that:

Any faculty member listed in paragraph 1 and 2 above who carries the positive recommendation of the Tenure Committee and who is nevertheless terminated shall be entitled to an appropriate review procedure to be negotiated. Absent that, such an individual may avail himself of the review process described in paragraphy 4 of the Understanding of December 14, 1971 between the PIB and the AAUP, as amended and annexed hereto.

Paragraph 4 of the Understanding of December 14, 1971

as amended February 5, 1973 (Signed by J. Conti and P. Mendelson)

Every individual who carries the positive recommendation of the Tenure Committee for reappointment with tenure and who is nevertheless terminated, shall be entitled to the following process of review, provided, however, that the review must be instituted no later than 6 weeks following recipt of the notice of termination:

-A meeting with his Department Head and/or appropriate Dean and/or the Provost to discuss, in full, the reasons for his non-reappointment.

-If not satisfied with such a meeting or meetings, he may elect to have an Ad Hoc Review Committee established.

-At any time prior to the presentation of the matter to the Ad Hoc Review Committee the individual shall, if he so requests, be given a full statement, in writing, of the reasons for his non-reappointment. Such request must be accompanied by a statement that he consents to the presentation of such reasons for his non-reappointment as the Institute may present.

-The individual's request for establishment of an Ad Hoc Review Committee shall be addressed to the Provost with a copy sent to the President of the AAUP Chapter.

-The Ad Hoc Review Committee for each individual case shall be made up of five members. Two members shall be appointed by the AAUP Chapter, two members shall be appointed by the Institute, and these four appointees shall choose a fifth member acceptable to all. The fifth member need not necessarily be affiliated with the Institute.

-This Ad Hoc Review Committee shall fully review the matter. The individual will have the right to participate in the proceedings of the Ad Hoc Review Committee and to be represented by an advisor of his choice. Prior to reaching any final determination, the Ad Hoc Review Committee shall apprise the individual of the facts and reasons being considered by it and shall allow the individual, or his advisor to respond. The Committee shall issue a report and recommendations, in writing, to the President and the individual.

-The President shall review the report and recommendations of the Ad Hoc Review Committee, together with the entire review file. The individual and/or his advisor has the right to make a final presentation of his case, orally or in writing, to the President. After consideration of all matters raised, the President shall issue his decision and the reasons therefor, which decisions shall be final and binding.

-It is the intention of the parties to process all steps of this review procedure as expeditiously as possible.

-At the conclusion of the review process all documents in the review file which were not in existence at the initiation of the review process, and the review file, shall not be retained upon written request by the individual.

(End of Paragraph 4, as amended)

Declaration of Understanding Regarding Tenure

The undersigned accepts reappointment fro the academic years _____. In accepting this reappointment the undersigned hereby affirms his express understanding that this reappointment does not provide him with any rights to tenure under the Institute's Code of Practice which he did not possess heretofore.

Signed _____

_____
date

(End of Memorandum)

APPENDIX D

EXCERPTS FROM ARTICLE IV OF THE AGREEMENT FOR

THE MERGER OF PIB AND NYU/SES

ARTICLE IV

PERSONNEL

Section 2. Conditions of Appointment for NYU/SES Faculty

(a) Offer of Appointment. Within ten (10) days after the approval of the merger agreement PIB will mail a written offer of appointment effective September 1, 1973 to every individual who held a primary appointment as a bona fide member of the faculty of NYU/SES as of December 1, 1972 except (i) those who have resigned from NYU/SES or who have accepted employment elsewhere, (ii) those who have been advised, based on academic evaluation, that they would not be reappointed at NYU/SES, and (iii) those who will have reached the age of 65 years prior to September 1, 1973.

Nothing in the above shall preclude offers of employment to faculty members contained in item (iii) above. A list of eligible faculty members is annexed hereto as Appendix A. *

* Appendix A of the Merger Agreement, which is not included herein, sets forth the list of faculty members of NYU/SES who are entitled to an offer of appointment from PIB under that Agreement.

Each offer shall be deemed independent of acceptance or rejection by other faculty members. Such offers shall be made by certified mail and shall be open for fourteen (14) days following the day of mailing, except for individuals listed as special cases in Appendix A who will be granted an appropriate extension.

(b) Tenured Faculty. All faculty members at NYU/SES who have achieved tenure or have been notified that they would have achieved tenure by September 1, 1973 will be offered appointments with tenure.

(c) Non-Tenured Faculty. All non-tenured NYU/SES faculty members, with the exception of research professors as identified in item (d), will be offered appointments for a period of at least two years.

(d) Research Professors. Research professors in the various professorial ranks at NYU/SES will receive offers of one year appointments at their present ranks. It is understood that MI may reexamine the titles of Research professors

during the coming year.

(e) Security Rights. For purposes of determining security rights and privileges, seniority, sabbatical leaves, retirement age and promotions, the prior service of the NYU/SES faculty shall be considered as having been earned at PIB.

Section 3. Provisions Relating to NYU/SES and PIB Faculties

(a) Fair and Equal Treatment. To assure equitable treatment of both prior faculties in the granting of reappointment, tenure, promotion, teaching loads, the scheduling of work load, and merit increases, the administration and faculty will establish appropriate ad hoc procedures for review, when necessary. After the end of the first two full academic years, the procedures generally provided for the faculty will constitute compliance with this requirement.

(b) Professional Development. The customary rights of faculty members to engage in activities relating to professional development shall be respected.

(c) Retirement Age. The faculty retirement policy currently in existence at PIB will be continued by MI.

(d) Reassignment Salaries of Administrators. Administrators currently at PIB or NYU/SES who are on appointments extending beyond the normal academic year may be offered nine months' appointments at adequate and equitable salaries.

(e) Teaching Assignments. When the overall interests of the merged institution so require, faculty members who have the requisite background and/or experience may be asked to participate in teaching for other departments. The individuals' rights and the judgment of the department heads affected shall be respected.

(f) Fringe Benefits. The following fringe benefits shall apply at MI effective September 1, 1973:

(1) TIAA/CREF Contributions. The MI contribution to TIAA/CREF shall equal 10% of the basic annual salary less $120.00. The individual contribution to TIAA/CREF shall be 5% of the basic annual salary less $120.00 unless a higher personal contribution is requested by the individual. The present TIAA/CREF eligibility rules of MI shall remain in effect.

(2) Major Medical Insurance. MI shall pay the premiums for a major medical insurance providing for at least 80% of approved medical expenses above the exclusion limits for participants and their dependents. Such exclusion limits shall not exceed $100 for participants covered by a basic Blue Cross/Blue Shield plan and $500 for participants not covered by a base plan. The total amount of insurance coverage shall be at least $50,000 per participant.

(3) Life Insurance. Each member of the bargaining unit may elect to subscribe to life insurance according to the plan currently in effect at PIB.

(4) Disability Insurance. Each member of the bargaining unit may elect to subscribe to disability insurance which is equivalent to that currently offered by NYU to its faculty. The annual premium contribution by the individual shall not exceed 0.2145% of his base salary with the remaining costs borne by MI.

(g) Faculty Salaries.

(1) The initial salary of a former NYU/SES faculty member at MI shall be specified in his letter of appointment. The salaries of PIB faculty members at MI shall be as specified in the letter of agreement between the AAUP and the PIB administration dated August 3, 1972.

(2) On or before February 1, 1974 the PIB administration and the AAUP shall reopen negotiations for an additional economic package and salaries for members of the bargaining unit to be effective retroactively to September 1, 1973.

The distribution of salary monies assigned to the bargaining unit shall be carried out on the following basis:

(i) Sums allotted to the professional (non-faculty) librarians shall be at the same ratio to the total sum as the ratio of the professional librarian payroll to the total payroll of members of the bargaining unit as of the date of the revised agreement resulting from these negotiations.

(ii) The remaining funds not covered under (i) shall be allocated to the prior PIB and NYU/SES faculty members in the same proportion as the number of former PIB faculty members bears to that of the former NYU/SES faculty members as of the date of the revised agreement resulting from these negotiations.

(iii) Both the amount of funds and their allocation (within the restrictions set forth above) shall be subject to negotiation. It is intended that at least one-third of the funds so set aside shall be devoted to merit increases and be applied pursuant to procedures to be negotiated between the parties.

If prior to March 1, 1974 the parties have not reached agreement, either party may submit the controversy to binding arbitration pursuant to the rules

of the American Arbitration Association. Any and all controversies and disputes arising hereunder shall be resolved through such arbitration. The parties shall not be limited in the presentation of their evidence but shall be permitted to adduce all evidence relevant to the question of appropriate salary adjustments including, but not limited to, the obligations of MI or PIB to their faculties and others and to the anticipated income and expenses contemplated in arriving at the agreement of merger between PIB and NYU. Either party may request of the arbitrator the right to take depositions and to have examinations before the hearing in arbitration. The scope of such depositions and examinations shall be for the arbitrator to determine.

(h) Terminal Leaves

There will be offered to each tenured member of the faculty of PIB and NYU/SES the opportunity to file an application for terminal leave with PIB. Such terminal leave will provide for one academic year's salary, together with the appropriate fringe benefits. The President of PIB acting with the advice of members of the NYU/SES and PIB faculties will promptly grant or deny the application and will notify the applicant.

Such notification will be delivered to the faculty member at least ten (10) days before the expiration of PIB's offer of appointment to the NYU/SES faculty member.

The payment of salaries to those faculty members who elect and are granted terminal leave shall be made monthly and the monthly payment will consist of 1/9th of his academic year salary, but shall terminate before the expiration of the full term of his terminal leave if the faculty member accepts and commences full-time employment elsewhere. In that event, the payments shall continue for 3 months following the month such employment commences, but not extending beyond the expiration of the terminal leave year.

Section 6. PIB Faculty and Staff

(a) The MI shall assume all existing obligations of PIB to its faculty and staff.

(b) Upon positive recommendation of their respective departments and of the Tenure Committee, any faculty member whose current appointment ends between September 1973 and September 1974 will be reappointed for a period of one year, without regard to any other consideration.

Section 7. Collective Bargaining

(a) Nothing in this agreement is intended to infringe upon the legal rights and obligations of the AAUP at PIB as the sole and exclusive collective bargaining agent for the faculty, instructors and professional librarians, pursuant to the formal certification of the New York State Labor Relations Board.

[End of Agreement]